



GSA National Capital Region

4-18-12

(b) (6)

Vornado/Charles E. Smith
2345 Crystal Drive, Suite 1000
Arlington, VA 22202

Re: Freedom of Information Act (FOIA) Request No. 213470

(b) (6)

This letter is in response to your Freedom of Information Act (FOIA) request dated February 6, 2012 and February 7, 2012, in which you requested "a copy of the SF-2 or L201C for contract award numbers GS-11B-12518; GS-11B-12500; GS-11B-02305; and for the Department of Labor, RSF 91,000.

Please find enclosed a copy of the requested information. Certain information has been withheld pursuant to 5 U.S.C. § 552(b)(4), as this is commercial or financial information that is privileged or confidential. We have no responsive documents regarding the Department of Labor, RSF 91,000.

This constitutes a partial denial under FOIA. You may appeal this decision to the General Services Administration no later than one hundred and twenty (120) days from receipt of this decision by writing to the following address:

Freedom of Information Act
Executive Secretariat Division (ADE)
General Services Administration
1800 F Street, NW, Room 3116
Washington, DC 20405-0001

Your appeal must be in writing and should summarize your rationale regarding why the complete documentation should be released. You will need to enclose copies of your initial request and this denial. Both the appeal letter and the envelope should be marked prominently, "Freedom of Information Act Appeal."

This completes the action on your request. Should you have any questions, please do not hesitate to contact Ms. Toni Slappy, FOIA Coordinator, at (202) 205-0553.

Sincerely,

A handwritten signature in black ink, appearing to read 'Julia E. Hudson', with a long horizontal flourish extending to the right.

Julia E. Hudson
Regional Administrator

Enclosures

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 101-11.601

**U.S. GOVERNMENT
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

LEASE No. GS-11B-02305

THIS LEASE, made and entered into this date between **National Place Lease Company, LLC**,
whose address is **1001 G Street, NW, Suite 700**
Washington, DC 20001

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR,
and the UNITED STATES OF AMERICA, hereinafter called the Government.

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 24,139 BOMA Rentable Square Feet (BRSF) (yielding 21,313 BOMA Office Area Square Feet (BOASF)) located on a portion of the 11th floor in the North Tower in the building known as National Place, located at 1331 Pennsylvania Avenue, NW, Washington, DC 20004-1710 to be used for SUCH OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises). Additionally, the Government shall be entitled to the right to use up to thirteen (13) on-site parking spaces at market cost.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing in accordance with the terms of the Solicitation for Offers # ODC2295 and continuing for 10 years from the commencement date and subject to termination and renewal rights as may be hereinafter set forth. The commencement date and term shall be established in accordance with the SFO and will be memorialized in a Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of \$1,110,393.90 (\$46.00/BRSF) at the rate of \$92,532.83 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **National Place Lease Company, LLC, 1001 G Street, NW, Suite 700, Washington, DC 20001** or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the Government shall be entitled to abatement of rent in to be applied as follows: (a) the fully serviced rent for the first fourteen (14) months of the lease term shall be abated entirely; (b) a portion of the monthly shell rent shall be partially abated during the 15th, 16th and 17th months of the lease term, as related to the agreed upon commission credit as more fully set forth in paragraph 6(D) below.

4. Intentionally Deleted

5. Intentionally Deleted

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments are included as a component of the rent.

B. The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of \$971,659.67 (\$45.59/BOASF). Such Allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor in accordance with SFO Paragraph 3.3 "Tenant Improvement Rental Adjustment." This Tenant Improvement Allowance is included in the rent, with the \$45.59/ABOA being amortized at a rate (b) over the ten-year firm Lease term. If the Government does not utilize the entire Tenant Improvement Allowance included in the rent, the rent shall be adjusted downward using the (b) amortization rate. A mutually agreed upon Supplemental Lease Agreement will be executed upon the Government's acceptance of the space as substantially complete that finalizes the rent using the final Tenant Improvement allowance utilized. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in SFO Paragraph 3.2 "Tenant Improvements Included in the Offer," and Paragraph 3.3 "Tenant Improvement Rental Adjustment."

C. The following limits on markups shall apply to all tenant improvements pertaining to the build out of the space, including change orders: Offeror's General Contractor's fee shall not exceed (b) Less overhead, profit, and project management fees shall not exceed (b) general conditions shall not exceed (b) and architectural/engineering cost shall not exceed (b).

D. In accordance with Paragraph 2.4 "Broker Commission and Commission Credit" of the Lease, Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley, Inc. have agreed to a cooperating lease commission of 3.0% of the lease value for the ten (10) year firm term. The total amount of the commission is \$294,254.38 and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. In accordance with the "Broker Commission and Commission Credit" paragraph, \$196,169.59 of the Commission will be payable to Studley, Inc., as follows: (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. The commission installments shall be payable within 30 days of the receipt of an invoice to Studley, Inc., 555 13th Street, N.W., Suite 420 East, Washington, DC 20004. The remaining \$98,084.79 which is the "Commission Credit", is to be credited to the shell rent portion of the annual rent payments due and owing to fully recapture this Commission Credit.

Notwithstanding Paragraph 3 of the Standard Form 2, in addition to the full abatement of rent payments for months one through fourteen, the shell portion of the rental payments due and owing under this lease shall be reduced to fully recapture the Commission Credit of \$98,084.79. The reduction in shell rent shall commence with the 15th month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Fifteenth (15th) Month's Rental Payment of \$92,532.83 minus prorated Commission Credit of \$32,694.93 equals \$59,837.90 adjusted Fifteenth (15th) Month's Rent.

Sixteenth (16th) Month's Rental Payment of \$92,532.83 minus prorated Commission Credit of \$32,694.93 equals \$59,837.90 adjusted Sixteenth (16th) Month's Rent.

Seventeenth (17th) Month's Rental Payment of \$92,532.83 minus prorated Commission Credit of \$32,694.93 equals \$59,837.90 adjusted Seventeenth (17th) Month's Rent.

E. Pursuant to Paragraph 4.1(C) of the SFO, the Common Area Factor is determined to be 1.13259, calculated as follows: 24,139 BRSF/21,313 BOASF.

F. For purposes of Paragraphs 4.2 and 4.3 of the SFO, as of the date hereof, the Government's percentage of occupancy is 5.76% based on occupancy of 24,139 BRSF in a building of 418,776 BRSF. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government shall be net of the Government's percentage of occupancy share of the reasonable costs of the appeal.

G. For purposes of Paragraph 4.4 of the SFO, as of the date hereof, the operating cost base is (b) (4)

H. Pursuant to paragraph 4.5 of the SFO, the adjustment for vacant premises shall be (b) (4) if the Government vacates the leased space during the term of the lease.

I. Pursuant to Paragraph 4.7 of the SFO, the cost of overtime HVAC (OTHVAC) service within the leased space is as follows: The leased space is covered by HVAC zones A and B in the North Tower as detailed on the attached Exhibit B - HVAC Zones. The OTHVAC rate for the North Tower shall be (b) (4) for the initial zone and (b) (4) for the second zone. Rates are not subject to any additional charges other than annual CPI adjustments. The OTHVAC charge for all zones will be fully abated for the first 17 hours used per month, provided that the hours of requested overtime are consecutive with the end of standard building hours, which are 8:00AM to 6:00PM, Monday through Friday; and 9:00AM to 3:00PM on Saturdays.

J. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.

7. The following are attached and made a part hereof:

- A. Exhibit A - Floor Plan of the Leased Area, 1 page
- B. Exhibit B - HVAC Zones, 1 page
- C. Rider #1 - Fire & Life Safety, 2 pages
- D. Rider #2 - Lessor Relocation Rights, 2 pages
- E. Solicitation For Offers # ODC2295, 55 pages
- F. Fire Protection and Life Safety Evaluation - 16 pages
- G. Pre-Lease Building Security Plan, 12 pages
- H. GSA Form 1217 - Lessor's Annual Cost Statement, 1 page
- I. GSA Form 3517B - General Clauses, 33 pages
- J. GSA Form 3518 - Representations and Certifications, 7 pages
- K. Small Business Subcontracting Plan, 15 pages

8. The following changes were made in this lease prior to its execution:
Paragraphs 4 and 5 have been deleted in their entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Lessor: National Place Lease Company, LLC
By: National Place Company, LLC
A Delaware limited liability company.
its sole member

(b) (6)
By: [Redacted Signature]

IN PRESENCE

OF Tim Weiss

ADDRESS 1001 E. St. NW, Washington, DC

UNITED STATES OF AMERICA

(b) (6)
BY [Redacted Signature]

CONTRACTING OFFICER

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR (41CFR) 1D16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE:
NOV - 8 2011

LEASE No. GS-11B- 13500

THIS LEASE, made and entered into this date between **425 Eye Street NW, L.P.**
whose address is **c/o Paramount Group, Inc.**
1633 Broadway, Suite 1801
New York, NY 10019-6708

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the "LESSOR",
and the UNITED STATES OF AMERICA, hereinafter called the "Government".

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 14,312 BOMA Rentable Square Feet (BRSF) (yielding 12,421 BOMA Office Area Square Feet (ABOASF) located on a portion of the 7th floor in the building located at 425 Eye Street, NW, Washington, DC 20001-2542 to be used for SUCH OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises), which space is hereinafter referred to as the "premises", and five (5) structured parking spaces for official Government vehicles. The Government shall be entitled to the right to an additional four (4) structured parking spaces at market cost.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing in accordance with the terms of the Solicitation for Offers # 0DC2017 (the "SFO") and continuing for 10 years from the commencement date. The commencement date and term shall be established in accordance with the SFO and will be memorialized in a Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of \$629,723.34 (\$44.00/BRSF) at the rate of \$52,476.94 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **425 Eye Street NW, L.P.**, 1633 Broadway, Suite 1801, New York, NY, 10019-6708 or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the Government shall be entitled to abatement of rent to be applied as follows: (a) the fully serviced rent for the first twenty (20) months of the lease term shall be abated entirely; (b) a portion of the monthly shell rent shall be partially abated during the 21st and 22nd months of the lease term, as related to the agreed upon commission credit as more fully set forth in paragraph 6(D) below.

4. Intentionally Deleted

5. Intentionally Deleted

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments are included as a component of the rent.

B. The Lessor shall provide to the Government a Tenant Improvement Allowance (TIA) in the amount of \$479,202.18 (\$38.58/ABOASF). Such TIA shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor in accordance with SFO Section 3.3 "Tenant Improvement Rental Adjustment", subject to the provisions hereinafter set forth. This TIA is included in the rent, with the \$38.58/ABOASF being amortized at a rate (b) over the ten-year firm Lease term. If the Government does not utilize the entire TIA included in the rent, then in lieu of having the right to adjust the rent downward pursuant to the provisions of SFO Section 3.3.A(1), which right is hereby waived by the Government, the Government may elect to apply any unfunded portion of the TIA against its rental obligations first coming due hereunder. A mutually agreed upon Supplemental Lease Agreement will be executed upon the Government's acceptance of the space as substantially complete that finalizes the rent using the final Tenant Improvement allowance utilized. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in SFO Section 3.2 "Tenant Improvements Included in the Offer" and Section 3.3 "Tenant Improvement Rental Adjustment."

C. The following limits on markups shall apply to all tenant improvements pertaining to the build out of the space, including change orders: Offeror's General Contractor's fee shall not exceed (b) Lessor's overhead, profit, and project management fees shall not exceed (b) general conditions shall not exceed (b) and architectural/engineering cost shall not exceed (b) per ABOASF.

D. In accordance with Section 2.4 "Broker Commission and Commission Credit" of the Lease, Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley, Inc. have agreed to a cooperating lease commission of 3.0% of the lease value for the ten (10) year firm term. The total amount of the commission is \$157,430.83 and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. In accordance with the "Broker Commission and Commission Credit" section, \$104,953.89 of the Commission will be payable to Studley, Inc., as follows: (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. The commission installments shall be payable within 30 days of the receipt of an invoice to Studley, Inc., 555 13th Street, N.W., Suite 420 East, Washington, DC 20004. The remaining \$52,476.94 which is the "Commission Credit", is to be credited to the shell rent portion of the annual rent payments due and owing to fully recapture this Commission Credit.

Notwithstanding Paragraph 3 of the Standard Form 2, in addition to the full abatement of rent payments for months one (1) through twenty (20), the shell portion of the rental payments due and owing under this lease shall be reduced to fully recapture the Commission Credit of \$52,476.94. The reduction in shell rent shall commence with the 21st month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Twenty-first (21st) Month's Rental Payment of \$52,476.94 minus prorated Commission Credit of \$26,238.47 equals \$26,238.47 adjusted Twenty-first (21st) Month's Rent.

Twenty-second (22nd) Month's Rental Payment of \$52,476.94 minus prorated Commission Credit of \$26,238.47 equals \$26,238.47 adjusted Twenty-second (22nd) Month's Rent.

E. Pursuant to Section 4.1(C) of the SFO, the Common Area Factor is determined to be 1.15224, calculated as follows: 14,312 BRSF/12,421 ABOASF.

F. For purposes of Sections 4.2 and 4.3 of the SFO, as of the date hereof, the Government's percentage of occupancy is 3.889% based on occupancy of 14,312 BRSF in a building of 367,978 BRSF. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government shall be net of the Government's percentage of occupancy share of the reasonable costs of the appeal.

G. For purposes of Section 4.4 of the SFO, as of the date hereof, the operating cost base is (b) (4)

H. Pursuant to Section 4.5 of the SFO, the adjustment for vacant premises shall be \$2.20/ABOASF if the Government vacates the leased space during the term of the lease.

I. Pursuant to Section 4.7 of the SFO, the cost of overtime HVAC (OTHVAC) service within the leased space beyond the required Normal Hours of Operation, noted in Section 4.6 of 7:00 a.m. to 6:00 p.m. Monday through Friday shall be (b) (4). The foregoing OTHVAC rates shall escalate at the rate of 3% per lease year.

J. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.

7. The following are attached and made a part hereof:

- A. Exhibit A - Floor Plan of the Leased Area, 1 page
- B. Solicitation For Offers # ODC2017, 52 pages
- C. Fire Protection and Life Safety Evaluation - 12 pages
- D. Pre-Lease Building Security Plan, 9 pages
- E. GSA Form 1217 - Lessor's Annual Cost Statement, 2 pages
- F. GSA Form 3517B - General Clauses, 33 pages
- G. GSA Form 3518 - Representations and Certifications, 7 pages
- H. Small Business Subcontracting Plan, 13 pages

8. The following changes were made in this lease prior to its execution:
Paragraphs 4 and 5 have been deleted in their entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Lessor: 425 Eye Street NW, L.P.

By: PGREF I 425 GP, Inc., its general partner

By: (b) (6)
Jolanta K. Bott, Vice President

IN PRESENCE OF (b) (6)
OF (b) (6)
UNITED STATES OF AMERICA

ADDRESS 1633 Broadway, #1801, NY, NY 10019

BY (b) (6)
CONTRACTING OFFICER

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE:

JAN 18 2012

LEASE No. GS-11B-12518

JAN 18 2012

THIS LEASE, made and entered into this date by and between CM TR LLC
whose address is: 5801 Rolling Road
West Springfield, Virginia 22152-1064

and whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 92,938 BOMA rentable square feet (BRSF) equivalent to 92,938 ANSI/BOMA Office Area square feet (ABOA) of warehouse and related space, consisting of the entirety of the First (1st) Floor, inclusive of the mezzanine, being the areas depicted on the floor plan attached as Exhibit A and made part hereof, as well as the reserved and secured wareyard at the rear of the building as depicted on the site plan attached as Exhibit B, in the building known as CM Building and located at 8701 Morrisette Drive, West Springfield, VA 22152-1080.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term commencing in accordance with the terms of Solicitation for Offers No. OVA2043 (SFO) on February 14, 2011 and ending on February 13, 2021.

3. The Government shall pay the Lessor the annual rent of \$1,428,457.06 (\$15.37 per BRSF) at the rate of \$119,038.09 per month in arrears. Rent for a lesser period shall be prorated. This rent is inclusive of shell rent and a base for operating expenses (net of electricity, gas, water and sewer utilities) and real estate taxes. The annual rent shall be in addition to operating expense and tax adjustment escalations during the lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to: CM TR LLC, 5801 Rolling Road, West Springfield, Virginia 22152-1064, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, a portion of the monthly rent shall be partially abated during the first (1st) and second (2nd) months of the lease term, in equal monthly amounts of \$92,849.71, for a total of \$185,699.42, as more fully set forth in Paragraph 6(L) below.

4. [Intentionally Deleted]

5. [Intentionally Deleted]

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A) All services, improvements, alterations, repairs, and utilities as defined by this Lease. For purposes of clarification, this lease is net of electricity, gas, water and sewer only, which will be separately metered and paid by the Government directly to the utility companies. Installation of utility meters will be at the sole cost of the Lessor. The cost of all other utilities as noted on the Form 1217 and serving the Government's premises and utilities servicing the building common areas are included in the base rate of operating costs established herein and as further defined in Paragraph 4.3 of the SFO.
- B) The annual rent set forth in Paragraph 3 of this Standard Form 2 does not include a Tenant Improvement Allowance, as the Government has elected not to include a Tenant Improvement Allowance in this Lease.
- C) The adjustment for vacant premises shall be (b) (4) per annum in accordance with Paragraph 4.4 of SFO No. OVA2043.
- D) Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of Occupancy is 100% for tax purposes, as calculated: 92,938 BRSF/ 92,938 BRSF. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal. The Real Estate Tax Base shall be determined in accordance with Paragraph 4.2(B) (7) of the

LESSOR CM TR LLC GOVT USA

SFO. The first year of full assessment shall be the year in which the assessor has established a value for the building at full occupancy.

- E) Pursuant to Paragraph 4.1(C) of the SFO, the "Common Area Factor" is calculated to be 1.00, as calculated: 92,938 BRSF/ 92,938 ABOA.
- F) The base amount for annual operating costs adjustments is (b) (4) which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO No. 0VA2043.
- G) Notwithstanding anything in the SFO or the attachments thereto to the contrary, the Government shall have access to the premises 24 hours a day, 7 days a week, 365 days a year at no additional cost to the Government. There shall be no charge, other than the electricity charges billed directly to the Government, for overtime HVAC services.
- H) In addition to Lessor's base building and building shell responsibilities addressed in the SFO, the maintenance, repair, and replacement of any existing ceiling fans, heating or cooling units, or other similar conditioning equipment in the warehouse areas shall be the responsibility of the Lessor at Lessor's sole cost. Throughout the lease term the Lessor, at Lessor's sole cost, shall be responsible for the maintenance, repair and replacement of all HVAC units supporting the office space.
- I) Pursuant to Paragraph 1.2(I) of the SFO, the Government has the right to use all of building's available 214 parking spaces, at no additional cost to the Government. The parking spaces in the wareyard at the rear of the building shall continue to be reserved and secured for the Government's exclusive use, at no additional cost to the Government, as shown on the attached site plan Exhibit B.
- J) All janitorial services outlined in paragraphs 4.8 and 4.9 of the SFO shall be included in the base rent and shall be performed after tenant working hours.
- K) The Lessor, at its sole cost, shall complete all of the correction items on Rider Number One within 60 days of Lease execution.
- L) In accordance with Form L-101-A Paragraph VI. Broker Commission and Commission Credit, CBRE, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of three percent (3%) of the firm term value of this Lease ("Commission"). The total amount of the Commission is \$428,537.12 and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph VI.B, only \$242,837.70, will be payable to CBRE, Inc. The remaining \$185,699.42, which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first (1st) month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first (1st) month of the rental payments, and shall continue as indicated in this schedule for adjusted Monthly Rent:

First (1st) Month's Rental Payment \$119,038.09 minus prorated Commission Credit of \$92,849.71 equals \$26,188.38 adjusted First (1st) Month's Rent;

Second (2nd) Month's Rental Payment \$119,038.09 minus prorated Commission Credit of \$92,849.71 equals \$26,188.38 adjusted Second (2nd) Month's Rent.

7. The following are attached and made a part hereof:

- A) Exhibit A - Floor plan of leased area, 1 page;
- B) Exhibit B - Site Plan, 1 page;
- C) Solicitation for Offers #0VA2043, 56 pages;
- D) Pre-Lease Security Plan, 9 pages;
- E) Fire Protection & Life Safety Evaluation, 14 pages;
- F) GSA Form 1217, Lessor's Cost Statement, 2 pages;
- G) GSA Form 3517B, General Clauses, 33 pages;
- H) GSA Form 3518, Representations And Certifications, 7 pages;
- I) Certificate of Seismic Compliance, 1 page;
- J) Rider Number One, Fire Protection & Life Safety, 1 page

LESSOR  GOVT 

8. The following changes were made in this Lease prior to its execution:

Paragraphs 4 and 5 of this SF2 have been deleted in their entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

CM TR LLC

By (b) (6)
(Signature)

Donna Morissette
(Printed Name and Title)

Date: 12/14/2011

PROPERTY OWNER

IN PRESENCE OF:

(b) (6)
(Signature)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY (b) (6)
Joel T. Bereison

Lease Contracting Officer
(Official title)

LESSOR GOVT

Page 3 of 3